

To: Neptune Project Holding 3 Limited (the "**Company**")

29 December 2023

Dear Sir or Madam

PROJECT NEPTUNE – AGENCY FEE LETTER

1. INTRODUCTION

- (a) We refer to the common terms agreement dated on or around the date of this letter (the "**Common Terms Agreement**") between, amongst others, the Company and Abu Dhabi Commercial Bank PJSC as global agent (the "**Global Agent**").
- (b) Unless a contrary indication appears in a Global Finance Document, terms defined (or given a particular construction) in a Global Finance Document (including pursuant to Appendix A (*Certain Defined Terms*) to this letter) shall have the meaning (or construction) given to them in that Global Finance Document when used in that or any other Global Finance Document
- (c) This letter is a Fee Letter and a Global Finance Document.
- (d) This letter is the only agreement that has been entered into among the parties hereto with respect to the agency fees payable in relation to the Common Terms Agreement and/or Conventional Facilities Agreement and supersedes all prior understandings or arrangements, whether written or oral, among the parties hereto with respect to such fees, and sets forth the entire understanding of the parties hereto with respect thereto.

2. AGENCY FEE

- (a) Subject to paragraphs (b) and (c) below and in accordance with clause 13.7 (*Global Agent and Security Agent fees*) of the Common Terms Agreement, the Company will pay to Abu Dhabi Commercial Bank PJSC in its capacity as Global Agent, as Conventional Facility Agent and as Security Agent under and in connection with the Common Terms Agreement, agency fees in an amount equal to:
 - (i) as Global Agent, USD 10,000 per annum (the "**Global Agent Fee**");
 - (ii) as Conventional Facility Agent, USD 15,000 per annum (the "**Conventional Facility Agent Fee**"); and
 - (iii) as Security Agent, USD 21,500 per annum (the "**Security Agent Fee**"),(together, the "**Agency Fee**").
- (b) The first instalment of the Global Agent Fee, Conventional Facility Agent Fee and Security Agent Fee shall be payable by the Borrower on the Closing Date and each subsequent instalment of the Global Agent Fee, Conventional Facility Agent Fee and Security Agent Fee (as applicable) shall be payable by the Borrower on each anniversary of the date of the Common Terms Agreement (or, if such date is not a Business Day, the next Business Day thereafter) for so long as any Commitment or amount is or may be outstanding under the Global Finance Documents or until

the date on which the replacement or resignation of the Global Agent, Conventional Facility Agent or Security Agent (as applicable) is effective in accordance with clause 28.12 (*Resignation of the Global Agent*) of the Common Terms Agreement, clause 21.11 (*Resignation of the Agent*) of the Conventional Facilities Agreement or clause 20.1 (*Resignation of the Security Agent*) of the Intercreditor Agreement (as applicable).

- (c) No Agency Fee is payable if the Closing Date does not occur.

3. FEES – GENERAL

Any amount of the Agency Fee shall only be paid on the relevant date, in the manner and to the extent required or, as applicable, contemplated by the terms of this letter.

4. PAYMENTS

- (a) All payments to be made under this letter:

- (i) shall be paid in the currency of invoice and in immediately available, freely transferable cleared funds to such account with such bank as set out in the relevant invoice (or as agreed between Abu Dhabi Commercial Bank PJSC and the Company);
- (ii) shall be paid without any deduction or withholding for or on account of tax (a "**Tax Deduction**") unless a Tax Deduction is required by law (and if a Tax Deduction is required by law to be made, the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required); and
- (iii) are exclusive of any value added tax or similar charge ("**VAT**") (and if VAT is chargeable, the relevant payor shall also and at the same time pay to the recipient of the relevant payment an amount equal to the amount of the VAT),

in each case, unless a contrary indication appears in this letter.

- (b) The first instalment of the Global Agent Fee, Conventional Facility Agent Fee and Security Agent Fee which becomes due and payable may, with the prior written agreement of the Company (which consent may be evidenced by the Company delivering an applicable Utilisation Request), be deducted from the proceeds of first Utilisation of the Conventional Facility B Loan by the Global Agent towards the satisfaction of (and as a valid discharge of) the obligation of the Company under this letter to pay the Global Agent Fee, Conventional Facility Agent Fee or Security Agent Fee (as applicable) to the Global Agent, Conventional Facility Agent or Security Agent (as applicable).
- (c) No amount of the Agency Fee paid by the Company pursuant to the terms of this letter shall be rebated or refundable in whole or in part by Abu Dhabi Commercial Bank PJSC unless any such rebate or refund (i) is expressly contemplated by the terms of this letter, (ii) is agreed between the Company and the Abu Dhabi Commercial Bank PJSC, or (iii) is required pursuant to a judicial decision by a court of competent jurisdiction.

5. AMENDMENTS AND WAIVERS

This letter may be amended and/or waived as agreed in writing by the Company and Abu Dhabi Commercial Bank PJSC.

6. **THIRD PARTY RIGHTS**

A person who is not a party to this letter has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this letter. Notwithstanding any term of any Global Finance Document, the consent of any person who is not a party is not required to rescind, waive or, as the case may be, amend this letter at any time.

7. **GOVERNING LAW AND JURISDICTION**

- (a) This letter (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.
- (b) The provisions of clause 43 (*Enforcement*) of the Common Terms Agreement shall apply *mutatis mutandis* to this Fee Letter as if they were set out herein.

Yours faithfully,

Abu Dhabi Commercial Bank PJSC

in its capacity as
Global Agent



By:

Name:

Ashish Sharma
Head - Corporate & Investment Banking - DME

Title:

Abu Dhabi Commercial Bank PJSC

in its capacity as
Conventional Facility Agent



By:

Name:

Ashish Sharma

Title:

Head - Corporate & Investment Banking - DNE

Abu Dhabi Commercial Bank PJSC

in its capacity as
Security Agent



By:

Ashish Sharma

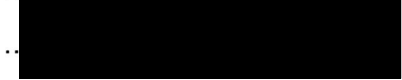
Name:

Head - Corporate & Investment Banking - DNE

Title:

Accepted and agreed for and on behalf of:

NEPTUNE PROJECT HOLDING 3 LIMITED



By:

Date: 29 December 2023